

# Í:XEL SQ'EQ'Ó AGREEMENT

## TOGETHER WE PADDLE



BRITISH  
COLUMBIA

This Agreement is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**AMONG:**

Leq'á:mel First Nation, Matsqui First Nation and Sumas First Nation

(collectively, the "**Leq'á:mel, Matsqui and Sumas First Nations**")

**AND:**

The Leq'á:mel Mathexwi Semá:th Society, a society incorporated under the laws of British Columbia

(the "**LMS Society**")

**AND:**

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the

Minister of Indigenous Relations and Reconciliation

(the "**Province**")

**AND:**

The City of Mission

(the "**City of Mission**" or the "**City**")



## WHEREAS:

- A. The Leq'á:mel, Matsqui and Sumas First Nations are Stó:lō Nations sharing historical, cultural, linguistic and familial ties that form the basis of a close and mutually supportive modern relationship.
- B. In 2015 the Leq'á:mel, Matsqui and Sumas First Nations incorporated the LMS Society to acquire, manage, develop, maintain and protect common lands, including the subject Lands, for the education and benefit of their communities and the general public.
- C. The Province enacted the *Declaration on the Rights of Indigenous Peoples Act* on November 28, 2019 that affirms the Province's commitment to adopt and implement the United Nations Declaration on the Rights of Indigenous Peoples.
- D. The Province introduced *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples* on May 22, 2018 to help guide the Province on a path of respect, partnership and collaboration with First Nations, and whereby the Province recognizes that reconciliation is an ongoing process through which Indigenous peoples and the Crown work cooperatively to establish and maintain a mutually respectful framework for living together, with a view to fostering strong, healthy, and sustainable Indigenous Nations.
- E. The Province recognizes that Leq'á:mel, Matsqui and Sumas First Nations inherent Aboriginal rights and title exist with respect to their respective traditional territories, that further processes are needed to identify their scope and geographic extent and to give full legal effect to those Aboriginal rights and title.
- F. The City of Mission is a city incorporated in 1892 which encompasses portions of the shared traditional territories of the Leq'á:mel, Matsqui and Sumas First Nations and other Stó:lō Nations.
- G. The Leq'á:mel, Matsqui and Sumas First Nations possess a unique connection to the Lands, which are located within the shared territories of the three Nations and which contain sites of cultural significance, including a Medicine Wheel and three registered pre-contact archaeological sites. The Lands are directly adjacent to the Fraser River Heritage Park, which is the former site of St. Mary's Indian Residential School. Members of the Leq'á:mel, Matsqui and Sumas communities attended the school and the Lands accordingly carry significant historical weight for the Nations and their community members.
- H. The Leq'á:mel, Matsqui and Sumas First Nations and the City of Mission share a mutually supportive relationship, encouraging recreational park use, support for cultural values, and economic development in Mission. These Parties are committed to live together as neighbours and to continually find ways to work together in the future to enhance the region to the benefit of all communities.
- I. The Leq'á:mel, Matsqui and Sumas First Nations and the City of Mission agree on a shared vision to realize:
  - a) the transfer of the Lands to the Leq'á:mel, Matsqui and Sumas First Nations communities;



- b) the preservation of the park status of a portion of the Lands and the enhancement of cultural and recreational values for the Leq'á:mel, Matsqui and Sumas First Nations and the greater Mission community on that portion;
  - c) the promotion of economic development for the Leq'á:mel, Matsqui and Sumas First Nations communities and for the City of Mission; and
  - d) a strengthened and collaborative relationship among the Province of British Columbia, the Leq'á:mel, Matsqui and Sumas First Nations, and the City of Mission.
- J. The Leq'á:mel, Matsqui and Sumas First Nations and the City of Mission agree that discussions regarding the Lands have fostered a cooperative relationship among them and agree to nurture and strengthen this relationship as neighbours moving forward into the future.
- K. The Province encourages the strengthening of the relationship between the Leq'á:mel, Matsqui and Sumas First Nations and the City of Mission and recognizes that it is in the interests of all Parties to foster a stronger and more collaborative government-to-government relationship for land, resource, and economic development opportunities within the region.
- L. The Parties intend for the transfer of the Lands to bring social, cultural, recreational, and economic benefits to the Leq'á:mel, Matsqui and Sumas First Nations and to establish the foundation for a legacy of cooperation among the Parties.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

## ARTICLE 1 - DEFINITIONS

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

"Additions to Reserve Restrictive Covenant" means a covenant in favour of the Province in the form attached as Schedule 7;

"Agreement" means this Agreement, including its Schedules and any letter, document, instrument or agreement executed or delivered pursuant to this Agreement;

"Approving Officer" means the approving officer for the City of Mission, as appointed under the *Land Title Act*, RSBC 1996, c 250;

"Chief" means, in respect of each of the Leq'á:mel, Matsqui and Sumas First Nations, the chief within the meaning of the *Indian Act*, RSC, 1985 c I-5;

"Closing" means the completion of the transfers of the Lands by the Province to the LMS Society and Designated Companies by way of the process set out in section 7.5, and the concurrent subdivision of the Lands into the Development Parcels and the Park Parcel, and registration of the Park Lease;

"Closing Date" means the date or dates of Closing mutually agreed upon by the Parties;

"Council" means, in respect of each of the Leq'á:mel, Matsqui and Sumas First Nations, the band council within the meaning of the *Indian Act* or other governing instrument;



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

"Designated Company" means a company incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially, by the Leq'á:mel, Matsqui and Sumas First Nations collectively, and which the Leq'á:mel, Matsqui and Sumas First Nations have designated to take fee simple title to a Development Parcel;

"Designated Company Agreement" means an agreement in the form attached as Schedule 10 (Form of Designated Company Agreement) executed by a Designated Company;

"Development Parcels" means the parcels described in section 3.3 b) i);

"Effective Date" means the date on which this Agreement is executed by the Parties and, where it has been executed in counterparts, the date on which it is executed by the last Party signing the Agreement;

"Excluded Crown Corridor" means:

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

"GST" means the goods and services tax imposed under the *Excise Tax Act*, RSC 1985, c E-15 or equivalent tax imposed under federal or provincial law;

"Lands" means the lands described in section 3.1;

"Member" means any individual who, with respect to each of the Leq'á:mel, Matsqui and Sumas First Nations, is a "member of the band", as that phrase is defined in the *Indian Act* or as defined according to a membership code;

"Park Lease" means the lease of the Park Parcel from the LMS Society to the City of Mission referred to in section 3.5;

"Park Parcel" means parcel described in section 3.3 b) ii);

"Park Use Covenant" means a restrictive covenant in favour of the Province of British Columbia in the form attached as Schedule 6;

"Parties" means, collectively, the Leq'á:mel, Matsqui and Sumas First Nations, the LMS Society, the Province and the City of Mission, and "Party" means any one of them;

"Permitted Encumbrances" means the liens, charges, and other interests on each of the Lands or any other encumbrances identified in Part 2 and Part 3 of Schedule 3;

"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;

"Proposed Subdivision" means the configuration of parcels as generally depicted for illustrative purposes on the sketch attached as Schedule 2;

"Provincial Official" means:

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

"PST" means the sales tax imposed under the *Provincial Sales Tax Act*, SBC 2012, c 35 or equivalent tax imposed under federal or provincial law;

"Reservations" means the reservations and exceptions applicable to the Lands as described in Part 1 of Schedule 3; and

"Subsequent Encumbrances" means the encumbrances identified in Schedule 3A.

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

Schedule 1 – Map of Lands

Schedule 2 – Map of Proposed Subdivision

Schedule 3 – Exceptions, Reservations and Permitted Encumbrances

Schedule 3A – Subsequent Encumbrances

Schedule 4 – Certificate of Incorporation of Leq'á:mel Mathexwi Semá:th Society

Schedule 5 – Form of Park Lease (Terms of Instrument)

Schedule 6 – Form of Park Use Covenant (Form C)

Schedule 7 – Form of Additions to Reserve Restrictive Covenant (Form C)

Schedule 8 – GST Certificate

Schedule 9 – Consent in Relation to PTT Matters

Schedule 10 – Form of Designated Company Agreement

1.3. **Amendment of Schedules 1 and 2.** The Parties acknowledge and agree that, between the Effective Date and the transfer of the Lands, one or more updates to Schedule 1 or Schedule 2 may be required. Upon all Parties providing written confirmation to each other of an agreed update to Schedule 1 or Schedule 2, that update will be a deemed amendment to this Agreement.



## ARTICLE 2 - PADDLING TOGETHER

- 2.1. **Purpose.** The purpose of this Agreement is to transfer the Lands to the Leq'á:mel, Matsqui and Sumas First Nations and to strengthen the relationship between the Parties as they look to the future.
- 2.2. **Reconciliation.** The Leq'á:mel, Matsqui and Sumas First Nations acknowledge and agree that the Lands transferred in accordance with this Agreement constitute a contribution by the Province towards the reconciliation of the Province's and their Nations' interests.
- 2.3. **Local Government Relationship.** This Agreement serves as a model for furthering locally driven relationships by way of building upon existing local partnerships between First Nations and local governments. Accordingly, this Agreement incorporates the ongoing efforts between the Leq'á:mel, Matsqui and Sumas First Nations and the City of Mission to build and maintain a cooperative shared approach to encouraging recreational park use, support for cultural values, and economic development in Mission.

## ARTICLE 3 - LANDS

- 3.1. **Lands.** The subject lands are identified for illustrative purposes in Schedule 1 and, following completion and approval by the Surveyor General of the survey or re-survey of those lands, the area legally described in the survey which, for greater certainty, will not include any Excluded Crown Corridor, any land below the natural boundary (as defined in the *Land Act*), or any submerged lands (the "Lands").
  - 3.2. **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 fee simple title to the Lands to the LMS Society and the Designated Companies on the Closing Date.
  - 3.3. **Subdivision.** Prior to the transfer of the Lands to the LMS Society and the Designated Companies by the Province as contemplated under this Agreement, the LMS Society and the Designated Companies, with the authorization of the Province, will take all necessary steps to:
    - a) submit an application for subdivision to the City's Approving Officer in accordance with the requirements of the *Land Title Act* and all applicable bylaws of the City of Mission;
    - b) obtain the approval of the Approving Officer to subdivide the Lands in accordance with the Proposed Subdivision, composed of:
      - i) the Development Parcels, being:
        - A. that portion shown as Area 1 on the Proposed Subdivision; and
        - B. that portion shown as Area 2 on the Proposed Subdivision;
- and
- ii) the Park Parcel, being that portion shown as Area 3 on the Proposed Subdivision; and to



- c) obtain a development permit authorizing the subdivision of the Lands, by submitting an application to the City for a development permit under the applicable guidelines for DP Area E: Natural Environment Development Permit Area, and DP Area G: Geotechnical Hazards Development Permit Area, both under the City of Mission Official Community Plan Bylaw 5670-2017.

**3.4. Acknowledgment.** The Parties acknowledge that:

- a) the conditions and requirements for subdivision of the Lands under the *Land Title Act* and the City's bylaws will include conditions related to works and services (both on-site and off-site) required to service the Lands, and highway access to and through the Lands;
- b) the Approving Officer may require the registration of one or more covenants under section 219 of the *Land Title Act* and statutory rights of way under section 218 of the *Land Title Act* to secure the fulfillment of the conditions referred to in section 3.4 a);
- c) the covenants to be registered in accordance with section 3.4 b) of this Agreement may prohibit any further subdivision of the Development Parcels, and may prohibit any construction on or development of the Development Parcels, until the Development Parcels have been re-zoned for the purposes stated in section 3.7, and until all off-site and on-site services necessary for the proposed development, as required under all applicable bylaws of the City of Mission, have been constructed to the satisfaction of the Approving Officer; and
- d) the conditions for approval of a development permit may include conditions for the protection of the natural environment, and for the protection of development from hazardous conditions.

**3.5. Park Parcel.** Following the transfers set out in section 7.5, the LMS Society will hold fee simple title to the Park Parcel, which will be leased to the City of Mission for a term of 99 years, for nominal rent, on the terms and conditions of the Park Lease, the form of which is attached as Schedule 5, to operate and manage as a park for recreational use by members of the Leq'á:mel, Matsqui and Sumas First Nations communities, the Mission community, and the general public.

**3.6. Development Parcels.** Following the transfers set out in section 7.5, a Designated Company will hold fee simple title to each of the Development Parcels in order to develop the Development Parcels for the benefit of the Leq'á:mel, Matsqui and Sumas First Nations.

**3.7. Re-Zoning Process.** Following the transfer of the Lands, the LMS Society, acting on its own or through the Designated Companies, intends to make an application to re-zone the Development Parcels to permit the development and use of Area 1 for commercial and residential land use, and to permit the development and use of Area 2 for multi-family residential land use. The application for rezoning will be made in accordance with all applicable statutes, bylaws and regulations. The LMS Society, Leq'á:mel, Matsqui and Sumas First Nations, and the City acknowledge that the application for re-zoning will also require an application to the City of Mission for an amendment to its Official Community Plan to recognize the land uses contemplated under this Agreement, and the LMS Society or the Designated Companies will be responsible for making that application.



3.8. **No Fettering.** Nothing in this Agreement shall be interpreted in any way that fetters:

- a) the discretion given to any Provincial Official;
- b) the statutory discretion of the Approving Officer in his or her consideration of the application for subdivision; or
- c) the discretion of the elected Council for the City of Mission in its consideration of the application for re-zoning or amendment to the Official Community Plan.

3.9. **Applicable Laws.** The Lands are subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws, and at no time after Closing will the Leq'á:mel, Matsqui and Sumas First Nations challenge the applicability of provincial and local government laws to the Lands.

3.10. **Covenant.** Any of the Lands that may be transferred in accordance with this Agreement will not be "Lands reserved for the Indians" within the meaning of section 91(24) of the *Constitution Act, 1867* or a reserve within the meaning of the *Indian Act* and at no time after Closing will the Leq'á:mel, Matsqui and Sumas First Nations seek to add any of the Lands to their reserve lands.

3.11. **Evolution of Law and Policy.** Leq'á:mel, Matsqui and Sumas First Nations and the Province will, upon reasonable request of either Party, meet to discuss developments in common law, changes to federal or provincial legislation or policy, or evolving understandings of the nature or legal status of Aboriginal Title lands as it relates to the Lands.

## ARTICLE 4 - COMING INTO EFFECT AND TERMINATION

4.1. **Effective Date.** This Agreement comes into effect on the Effective Date.

4.2. **Termination.** This Agreement may be terminated in writing:

- a) by the Parties on a date and terms mutually agreed to by the Parties; or
- b) by any Party prior to the ministerial order authorizing the disposition of the Lands that are the subject of the ministerial order under section 6.3 h).

4.3. **Survival of Lands Conditions.** Articles 8 (Condition of Lands) and 12 (Other First Nation Claims) and section 3.9 (Applicable Laws) will survive the completion of the Lands transfer or the termination of this Agreement and, for greater certainty, will continue to apply to the Lands.

## ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.1. **Leq'á:mel, Matsqui and Sumas First Nations Representations.** The Leq'á:mel, Matsqui and Sumas First Nations each represent and warrant to the Province, with the intent and understanding that it will be relied on by the Province in entering into this Agreement, that:

- a) they enter into this Agreement for, and on behalf of, their respective Members;
- b) they, as represented by their respective Chiefs and Councils, have the legal power, capacity and authority to enter into and to carry out their obligations under this Agreement on behalf of the Leq'á:mel, Matsqui and Sumas First Nations and their Members;



- c) they have the legal power, capacity and authority to enter into and to carry out their obligations under each agreement and transaction to which it is a party in accordance with this Agreement; and
  - d) the Province has fulfilled its obligation to consult with the Leq'á:mel, Matsqui and Sumas First Nations in relation to the transfer of the Lands in accordance with the terms of this Agreement.
- 5.2. **LMS Society Representations.** The LMS Society represents and warrants to the Province, with the intent and understanding that it will be relied on by the Province in entering into this Agreement, that:
- a) it is a society duly established, organized and subsisting under the laws of the Province of British Columbia;
  - b) it has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete its obligations hereunder;
  - c) the LMS Society's membership is made up wholly of Members of the Leq'á:mel, Matsqui and Sumas First Nations; and
  - d) this Agreement is a valid and binding obligation upon it.
- 5.3. **Provincial Representations.** The Province represents and warrants to the Leq'á:mel, Matsqui and Sumas First Nations, with the intent and understanding that it will be relied on by the Nations 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 sections 6.2 and 6.3 it will have the legal power, capacity and authority to transfer the fee simple title to the Lands under this Agreement.
- 5.4. **City of Mission Representations.** The City represents and warrants to the Leq'á:mel, Matsqui and Sumas First Nations, with the intent and understanding that it will be relied on by the Nations in entering into this Agreement, that it has the legal power, capacity and authority to enter into this Agreement, and to carry out its obligations under this Agreement; however, the City of Mission makes no representations or warranties with respect to the development potential of the Development Parcels, including the availability or cost of services and infrastructure required to support development.

## ARTICLE 6 - CONDITIONS PRECEDENT

- 6.1. **Leq'á:mel, Matsqui and Sumas First Nations Resolutions.** Prior to the execution of this Agreement, the Leq'á:mel, Matsqui and Sumas First Nations will each deliver to the Province resolutions duly passed and executed by their respective elected Councils confirming approval of this Agreement and authorizing their respective Nation's representatives named in the resolution to execute this Agreement on behalf of their Nations.



6.2. **Conditions Precedent of Province.** The Province's obligation to transfer any of the Lands to the LMS Society and the Designated Companies under this Agreement is, with respect to each parcel, subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, RSBC 1996, c138, to enable the Province in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure;
- b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment;
- c) there being specific monies available within an approved Ministry of Indigenous Relations and Reconciliation budget to complete any required surveys of the Lands;
- d) the Province being satisfied that it has undertaken sufficient inter-ministry consultation with respect to the transfer of the Lands, including obtaining Cabinet approval; and
- e) the Province being satisfied that it has fulfilled any consultation obligations it may have with respect to assertions of any Aboriginal rights and Aboriginal title to the Lands by First Nations other than the Leq'á:mel, Matsqui and Sumas First Nations.

6.3. **Conditions Precedent to Land Transfers.** In addition to and without limiting the generality of the conditions precedent under section 6.2, the Province's obligation to transfer any of the Lands to the LMS Society and the Designated Companies under this Agreement is, with respect to each parcel, subject to:

- a) surveys for the Lands having been completed and approved by the Surveyor General in accordance with provincial laws on or before the applicable Closing Date;
- b) approval by the Approving Officer of the application for subdivision made in accordance with section 3.3 a);
- c) the City of Mission surrendering, on such terms and conditions as are satisfactory to the Province, Statutory Right of Way No. AC50597 from the Lands effective on or before the Closing Date;
- d) the Province receiving a registerable release of Statutory Right of Way No. AC50597 duly executed by the City of Mission for filing in the Land Title Office on or before the Closing Date;
- e) the City of Mission surrendering, on such terms and conditions as are satisfactory to the Province, the License of Occupation for trail maintenance on the Lands;
- f) the Province receiving notice from the LMS Society and BC Hydro that they have reached an agreement on satisfactory terms and conditions for electrical distribution and telecommunication works statutory right of way as consented to by the City in its capacity as future tenant;
- g) the Province receiving notice from the LMS Society and the City that they have reached an agreement on satisfactory terms and conditions for a statutory right of way with respect to waterworks infrastructure and access;



- h) the Province having given notice that the minister responsible has authorized the disposition of the Lands in accordance with provincial law; and
  - i) the representations and warranties of the Leq'á:mel, Matsqui and Sumas First Nations and the LMS Society under this Agreement and the representation and warranties of the Designated Companies under the Designated Company Agreements being true and correct on the applicable Closing Date.
- 6.4. **Satisfaction of Conditions Precedent.** The Province will not be required to take steps regarding the items set out in conditions precedent under sections 6.2 to 6.3 inclusive until such time as the LMS Society has notified the Province that it is prepared to proceed with the transfer of the Lands under this Agreement in accordance with section 7.1.
- 6.5. **Waiver of Conditions Precedent.** The conditions precedent set out in sections 6.2 to 6.3 inclusive are for the sole benefit of the Province and may be waived by the Province on notice to the other Parties.

## ARTICLE 7 - CLOSING

- 7.1. **Notice to Proceed with Closing.** The LMS Society will give the Province and the City of Mission notice in writing of its intention to proceed with Closing on a specified Closing Date.
- 7.2. **Registration of Lands.** On Closing, all transfers of Lands made under section 3.2, the subdivision plan as approved by the Approving Officer, together with the Subsequent Encumbrances and any covenants or statutory rights of way required by the Approving Officer as a condition of subdivision, and the Park Lease will be registered in the Land Title Office.
- 7.3. **Closing Deliveries by the LMS Society.**
- a) Not less than 3 months before the Closing Date, or such other date as may be agreed to by the Parties, the LMS Society and Designated Companies will deliver to the Province confirmation of the division of registered ownership interests in the Lands among them for the purpose of the transfer of the Lands from the Province to the LMS Society and Designated Companies.
  - b) Not less than 14 days before the Closing Date, or such other date as may be agreed to by the Parties, the LMS Society and the Designated Companies, as applicable, will execute and deliver, or cause to be executed and delivered, or deliver, as the case may be, to the Province:
    - i) the certificate of incorporation of the LMS Society which will also be attached as Schedule 4 (Certificate of Incorporation) to this Agreement;
    - ii) certificates signed by officers of the LMS Society and the Designated Companies in the form attached as Schedule 8 confirming the GST registration numbers and registered status of the LMS Society and the Designated Companies;
    - iii) a letter of undertaking signed by the legal counsel for the LMS Society and the Designated Companies undertaking, among other things, that the Additions to Reserve Restrictive Covenant will be filed concurrently with the Crown Grant in accordance with section 7.5;



- iv) signed consent of LMS Society and the Designated Companies in relation to Property Transfer Tax form executed by the LMS Society and the Designated Companies (Schedule 9);
- v) Designated Company Agreements executed by each Designated Company, which shall include as schedules the certificate of incorporation of each Designated Company and a certificate signed by an officer of each Designated Company in the form attached as Schedule 8 confirming each Designated Company's GST registration number and registered status;
- vi) registrable copies of the executed Subsequent Encumbrances; and
- vii) all such other documents that may be necessary or advisable for the LMS Society to provide to complete the transactions contemplated under this Agreement.

7.4. **Closing Procedure.** Prior to Closing, respective legal counsel for the LMS Society, the Designated Companies, the Province and the City of Mission will confirm in writing, including any undertakings, the manner in which the documents necessary or advisable to carry out the transfers, registrations and filings set out in this Agreement will be produced, managed, exchanged and submitted to the Land Title Office in accordance with section 7.5. Without limiting the generality of the foregoing, each legal counsel responsible for documents will provide a copy of all documents filed with the Land Title and Survey Authority to legal counsel for the other Parties.

7.5. **Closing.** On the Closing Date:

- a) the Province will cause its solicitor to:
  - i) initiate an electronic meet within myLTSA;
  - ii) upload the release of Statutory Right of Way No. AC50597;
  - iii) upload all Permitted Encumbrances which are not already registered, including the Park Use Covenant;
  - iv) upload the Crown Grant, or Crown Grants, as applicable, for the Lands; and
  - v) invite the solicitors for the LMS Society, the Designated Companies and the City to the electronic meet;
- b) the LMS Society and the Designated Companies will cause their solicitor:
  - i) to join the electronic meet initiated by the Province's solicitor;
  - ii) to upload (in this order):
    - A. the Additions to Reserve Restrictive Covenant (first in priority);
    - B. the application to deposit plan for the Proposed Subdivision, together with any covenants and statutory rights of way required by the Approving Officer as a condition of the subdivision;

- C. instruments to transfer the interests in the Park Parcel and the Development Parcels between the LMS Society and the Designated Companies; and
- D. all Subsequent Encumbrances except the Park Lease; and
- iii) to
  - A. upload any applicable *Property Transfer Tax Act*, RSBC 1996 c 378 forms;
  - B. file applicable *Land Owner Transparency Act* forms; and
  - C. provide the Province's solicitor with the *Land Owner Transparency Act* form numbers with instructions for the Province to input same;
- c) the City of Mission will cause its solicitor to:
  - i) join the electronic meet initiated by the Province's solicitor;
  - ii) upload the Park Lease;
  - iii) upload any applicable *Property Transfer Tax Act* form;
  - iv) file applicable *Land Owner Transparency Act* forms; and
  - v) provide the Province's solicitor with the applicable *Land Owner Transparency Act* form numbers, along with instructions for the Province to input same; and
- d) once the solicitors for the Province, the LMS Society, the Designated Companies and the City confirm that the items set out in subsections a) to c) inclusive have been completed, the Province will cause its solicitor to submit the documents uploaded in the electronic meet for registration and filing, as applicable, in the Land Title Office;

unless otherwise arranged, and confirmed in writing, by the solicitors for Province, LMS Society, the Designated Companies and the City.

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

## ARTICLE 8 - CONDITION OF LANDS

- 8.1. **Lands "As Is".** The Leq'á:mel, Matsqui and Sumas First Nations acknowledge and agree that any of the Lands acquired by the LMS Society and the Designated Companies under this Agreement are acquired "as is".
- 8.2. **Viability of Lands.** The LMS Society and the Leq'á:mel, Matsqui and Sumas First Nations acknowledge and agree that the Province has not given any representation or warranty concerning:
- a) physical access to the Lands, including overland access, and has no obligation to provide for or pay any costs associated with access to the Lands;
  - b) the economic feasibility of the development of the Lands;



- c) the fitness of the Lands for any particular use, including the intended use of them by the Leq'á:mel, Matsqui and Sumas First Nations or the LMS Society and the Designated Companies; and
- d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use and occupation of the Lands.

**8.3. Environmental Condition of Lands.** The LMS Society and the Leq'á:mel, Matsqui and Sumas First Nations:

- a) waive the requirement, if any, of the Province to provide a site disclosure statement as defined in the *Environmental Management Act*, SBC 2003, c 53 for any of the Lands; and
- 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, the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Lands or on or under any surrounding or neighbouring land, or the current or past uses of the Lands or any surrounding or neighbouring land.

**8.4. Environmental Responsibility for Lands.** The LMS Society and the Leq'á:mel, Matsqui and Sumas First Nations will from and after the Closing Date:

- a) assume all environmental liabilities relating to the Lands including, but not limited to, all liability for the clean-up of any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Lands or migrating from the Lands (including surface water and groundwater);
- b) release the Province and all Provincial Officials from and against any and all Proceedings and all losses, damages, expenses, costs and any other liability with respect to any and all environmental liabilities relating to the Lands described in section 8.4 a), including any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Lands; and
- c) indemnify and save harmless the Province and all Provincial Officials from and against all Proceedings and all losses, damages, expenses, costs, legal fees and any other liability they may suffer or incur, directly or indirectly, after the Closing arising out of or in connection with all environmental liabilities relating to the Lands described in section 8.4 a).

**8.5. Effect of Section 8.4.** For greater certainty:

- a) section 8.4 applies where:
  - i) any contamination 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 of the Lands 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 8.4 does not apply where any environmental liability relating to the Lands results from the acts or omissions of British Columbia after the Closing Date.



## ARTICLE 9 - RESERVATIONS AND ENCUMBRANCES

- 9.1. **Reservations and Permitted Encumbrances.** The LMS Society and Leq'á:mel, Matsqui and Sumas First Nations acknowledge and agree that, on execution of this Agreement or receipt of updated Schedules under section 9.3 and as of the Closing Date:
- a) they are familiar with the existence and terms of the Reservations and Permitted Encumbrances and accept fee simple title to the Lands 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) they 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.
- 9.2. **Form of Permitted Encumbrances.** The Permitted Encumbrances will be in the form attached as Schedule 3 to this Agreement and will include any modifications that the LMS Society, Leq'á:mel, Matsqui and Sumas First Nations and the holder of the Permitted Encumbrance may have agreed to in writing.
- 9.3. **Amendments to Permitted Encumbrances.** The Parties acknowledge and agree that between the execution of this Agreement and the Closing Date, the Province may require that the Permitted Encumbrances be amended to:
- a) comply with current provincial policies and practices, and any legal requirements; and
  - b) correct any errors or omissions to the Permitted Encumbrances.
- 9.4. **Amendments Form Part of Agreement.** Where any amendments are made under section 9.3, Schedule 3 will be revised and initialed by the Province and the Leq'á:mel, Matsqui and Sumas First Nations or the LMS Society, as appropriate. The Parties acknowledge and agree that, notwithstanding any amendments under section 9.3 being made after the execution of this Agreement, the revised and initialed Schedule will form part of this Agreement.
- 9.5. **Registration of Unregistered Interests.** The Leq'á:mel, Matsqui and Sumas First Nations will consent, or will cause the LMS Society or the Designated Companies to consent, to the registration of any interests identified in Schedule 3 which are not registered against the applicable Lands in the Land Title Office on or after the Closing Date.
- 9.6. **Indemnity for Charges.** The Leq'á:mel, Matsqui and Sumas First Nations 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 acts or omissions of the Leq'á:mel, Matsqui and Sumas First Nations, the LMS Society or the Designated Companies in connection with any Permitted Encumbrance or the transfer of the fee simple estate in the Lands to the LMS Society and the Designated Companies.



- 9.7. **BC Hydro Right of Way.** The LMS Society will work with BC Hydro to identify any BC Hydro right of way and works on the Lands and will endeavour to reach agreement with BC Hydro regarding BC Hydro's access to and use of the Lands. The LMS society agrees that the City will be involved with negotiations to the extent that BC Hydro's access to and use of the Lands impacts the City's rights and obligations under the Park Lease, including but not limited to the location of the right of way and works.

## ARTICLE 10 - TRANSACTION COSTS

- 10.1. **Property Transfer Tax and Other Costs.** The Province is responsible for the following costs in connection with the transfer of the Lands from the Province to the LMS Society and the Designated Companies:
- a) any costs associated with the preparation and issuance of Crown Grants or any other documents required to register the Lands and Permitted Encumbrances;
  - b) any fees charged by the Land Title Office or the Land Title and Survey Authority relating to the registration of the Lands and the Permitted Encumbrances; and
  - c) property transfer tax payable under the *Property Transfer Tax Act*, which, for greater certainty, the Province agrees to either pay or to seek an exemption.
- 10.2. **Survey Costs.** The Parties acknowledge that the costs associated with ensuring the Lands have a survey which meets the requirements for registration in the Land Title Office for the purpose of transfer from the Province to the LMS Society and the Designated Companies have been addressed under a funding agreement between the Province and the LMS Society.
- 10.3. **Public Utility Permitted Encumbrances.** Notwithstanding section 10.2, all costs associated with the surveying and registration of Permitted Encumbrances held by a public utility or local government will be the responsibility of the public utility or local government.
- 10.4. **Annual Taxes and Other Costs.** The Parties agree that:
- a) the LMS Society and the Designated Companies, as applicable, are responsible for any and all annual taxes payable in respect of the Lands;
  - b) subsection a) does not preclude the LMS Society and the City from making arrangements, between themselves, regarding the payment of annual taxes with respect to the Park Lease; and
  - c) 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.
- 10.5. **GST, PST and Other Charges.** The LMS Society and the Designated Companies, respectively, are responsible for federal and provincial sales tax, including GST and PST, and any other transfer or registration charges for which the Province has not expressly agreed to accept responsibility under this Agreement.

## ARTICLE 11 - DISPUTE RESOLUTION

- 11.1. **Representatives.** If a dispute arises between any of the Parties regarding the interpretation of a provision of this Agreement, those Parties or their duly appointed representatives agree to meet within 60 days to attempt to resolve the dispute, other than in the context of a Proceeding.
- 11.2. **Senior Representatives.** If the Parties are unable to resolve differences at the appropriate level within 60 days of the first meeting between the Parties, the interpretation issue will be raised to more senior levels of each Party.
- 11.3. **Other Means.** The Parties may agree to amend the timelines under sections 11.1 or 11.2 or choose by mutual agreement other appropriate approaches to assist in reaching resolution of the interpretation issue.

## ARTICLE 12 - OTHER FIRST NATION CLAIMS

- 12.1. **Other First Nations' Litigation.** In the event of any Proceeding brought by any other Aboriginal group against the Province or any Provincial Official with respect to the transfer of the Lands to the LMS Society and the Designated Companies in accordance with this Agreement, the Leq'á:mel, Matsqui and Sumas First Nations will provide the Province with reasonable assistance, upon request, in support of its defence of the Proceeding.

## ARTICLE 13 - NOTICES

- 13.1. **Notices.** Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified herein, and will be deemed validly given to and received by the addressee, if served personally, on the date of personal service or, if delivered by mail, email or facsimile copier, when received as follows:

if to the Leq'á:mel, Matsqui and Sumas First Nations:

Leq'á:mel First Nation  
43101 Leq'á:mel Way  
Deroche, BC V0M 1G0

Matsqui First Nation  
5720 Julian Drive  
Matsqui, BC V4X 3R2

Sumas First Nation  
3092 Sumas Mountain Road  
Abbotsford, BC V3G 2J2

with a copy to:

Bram Rogachevsky  
BR Law  
200-1626 West Second Avenue  
Vancouver, BC V6J 1H4



if to the LMS Society:

Leq'á:mel Mathexwi Semá:th Society  
c/o BR Law  
200-1626 West Second Avenue  
Vancouver, BC V6J 1H4

if to the Province:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
PO Box 9100 Stn. Prov. Govt.  
Victoria, BC V8W 9B1

and if to the City of Mission:

City of Mission  
c/o Chief Administrative Officer  
8645 Stave Lake Street, PO Box 20  
Mission, BC V2V 4L9

- 13.2. **Change of Address.** Any Party may, from time to time, give written 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 therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

## ARTICLE 14 - INTERPRETATION

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

- a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
- b) the headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- d) any reference to a corporate entity includes any predecessor or successor to, such entity;
- e) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- f) any reference to the delivery on Closing of an agreement, document or instrument "in the form" of an attached schedule means an agreement, document or instrument substantially in that form with such changes, additions or deletions as may be agreed by the Parties;

- g) each and every release, covenant and other agreement given, and action to be taken, by the Leq'á:mel, Matsqui and Sumas First Nations under this Agreement means the Leq'á:mel, Matsqui and Sumas First Nations acting by and through their Chiefs and Councils, and will be conclusively deemed to have been given, or taken, by the Leq'á:mel, Matsqui and Sumas First Nations on their own behalf, and for and on behalf of their Members;
- h) each and every release, covenant and other agreement given, and action to be taken, by the Province under this Agreement means the Province acting through its representative officials and will be conclusively deemed to have been given, or taken, by the Province on its own behalf; and
- i) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

## ARTICLE 15 - GENERAL

- 15.1. **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. The Schedules to this Agreement form part of this Agreement.
- 15.2. **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other Party, do such 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.
- 15.3. **No Implied Waiver.** Any waiver of:
- a) a provision of this Agreement;
  - b) the performance by a Party of an obligation under this Agreement; or
  - c) a default by a Party of an obligation under this Agreement,
- will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
- 15.4. **Successors.** This Agreement will enure to the benefit of and be binding on the Leq'á:mel, Matsqui and Sumas First Nations, the LMS Society, the Province and the City of Mission, and their respective successors.
- 15.5. **No Admissions.** Nothing in this Agreement will be construed:
- a) as an admission by the Province of the validity of any claim by the Leq'á:mel, Matsqui and Sumas First Nations to an Aboriginal right or Aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*, being Schedule B to the Canada Act 1982 (UK), 1982, c 11;
  - b) as limiting or abrogating any Aboriginal rights or Aboriginal title of the Leq'á:mel, Matsqui and Sumas First Nations;



- c) as an acknowledgment or admission by the Province that it has an obligation to provide financial or economic accommodation or compensation to the Leq'á:mel, Matsqui and Sumas First Nations; or
- d) as in any way limiting the position the Parties may take in any negotiations or in any Proceeding.

15.6. **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*;
- b) establish, recognize, affirm, define, deny, limit or amend any Aboriginal rights or Aboriginal title of the Leq'á:mel, Matsqui and Sumas First Nations; or
- c) preclude the right of either Party to engage in further processes to establish the scope or the geographic extent of Aboriginal title and rights in the Territory.

15.7. **Amendment.** This Agreement may be amended from time to time by mutual agreement of the Parties in writing.

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

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

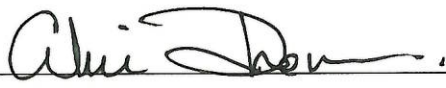
- a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b) the Parties will negotiate and attempt to reach agreement on a replacement for the part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

{remainder of page intentionally blank ~ signature page immediately follows}

15.10. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or facsimile copy, and delivering it to the other Parties by paper or electronic means.

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

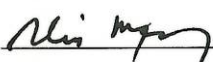
**Leq'á:mel First Nation**

  
Chief Alice Thompson

Date

July 21, 2021


**Matsqui First Nation**

  
Chief Alice McKay

Date

July 21, 2021

**Sumas First Nation**

  
Chief Dalton Silver

Date

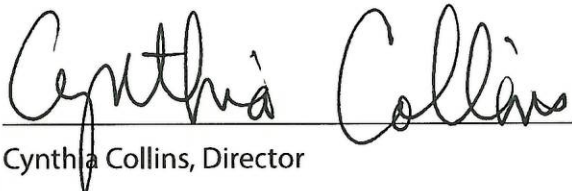
July 21, 2021

**LMS Society**

  
Darrel McKamey, Director

Date

July 21, 2021

  
Cynthia Collins, Director

Date

July 21, 2021

  
Murray Ned, Director

Date

July 21, 2021

**City of Mission**

  
Mayor Paul Horn

Date

July 21, 2021

**Her Majesty the Queen in Right of the  
Province of British Columbia**

  
Minister Murray Rankin

Date

July 21, 2021



# SCHEDULE 1 - Map of Lands

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



## Leq'á:mel, Matsqui and Sumas First Nations (LMS)/ British Columbia/District of Mission í:xel Sq'eq'ó Agreement

### Subject Land

PID: 009-021-531; Parcel "One" (Reference Plan 61657) except: Part in Plan LMP25574 Lot "P" District Lots 2 and 3 Group 3 New Westminster District Plan 29500.

PID: 005-603-901; Lot P except: Firstly, Parcel A (Explanatory Plan 33905), Secondly: Part on Reference Plan 61657, Thirdly: Part Subdivided by Plan 73283; Fourthly: Part Subdivided by Plan LMP25574 District Lots 2 and 3 Group 3 New Westminster District Plan 29500

PID: 019-115-105; Parcel D (Bylaw Plan LMP20659) District Lot 2 Group 3 New Westminster District Plan 29500.



0 250  
Metres



Cadastre derived from Crown Land Registry  
Services and Land Title Office  
Land District: New Westminster  
BCGS Mapsheet No.: 92G.019  
Projection: NAD 1983 UTM Zone 10N



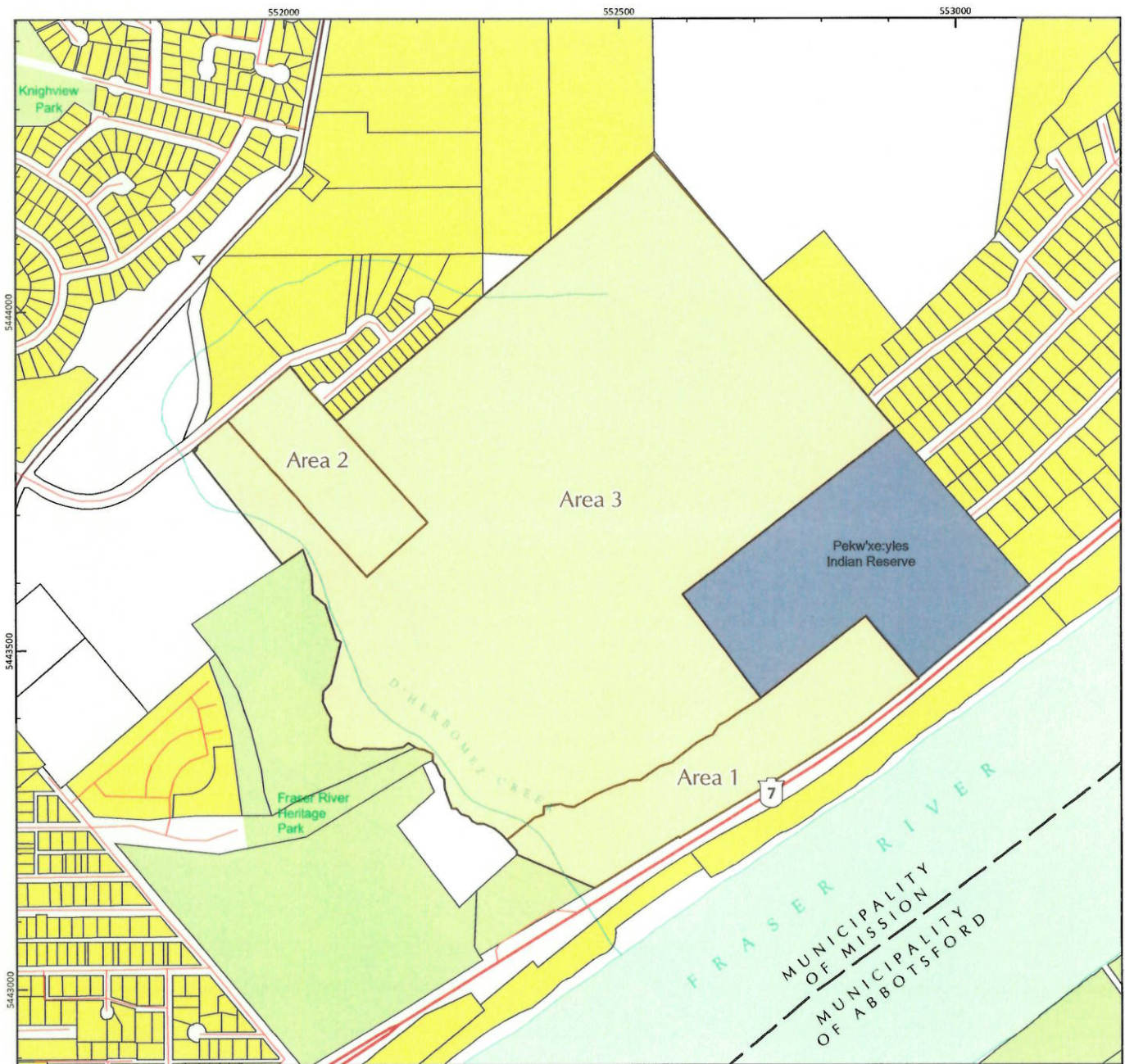
Ministry of  
Indigenous Relations  
and Reconciliation

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE  
BOUNDARIES OR FOR INDIAN RESERVE LEGAL DESCRIPTION  
PURPOSES. DEPICTIONS OF INDIAN RESERVES ON THIS MAP ARE TO  
BE USED FOR ILLUSTRATIVE PURPOSES ONLY


í:xel Sq'eq'ó Agreement Lands



# SCHEDULE 2 - Map of Proposed Subdivision



Leq'á:mel, Matsqui and Sumas First Nations (LMS)/  
British Columbia/District of Mission  
Í:xel Sq'eq'ó Agreement

 Subject Land

- Area 1 – proposed commercial and residential land use
- Area 2 – proposed multi-family residential land use
- Area 3 – park and recreational use

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR FOR INDIAN RESERVE  
LEGAL DESCRIPTION PURPOSES. DEPICTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR  
ILLUSTRATIVE PURPOSES ONLY.



Cadastre derived from Crown Land Registry  
Services and Land Title Office  
Land District: New Westminster  
BCGS Mapsheet No.: 92G.019  
Projection: NAD 1983 UTM Zone 10N



Point of Commencement  
Not applicable

Í:xel Sq'eq'ó Agreement Lands  
Proposed Subdivision and Land Use



## SCHEDULE 3 - Permitted Encumbrances

### Part 1 - Exceptions and Reservations

Any conditional or final water license or substituted water license issued or given under the *Water 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.

The exceptions and reservations of the interests, rights, privileges and titles referred to in section 50 of the *Land Act*.

### Part 2 - Permitted Encumbrances

A restrictive covenant in favour of the Province of British Columbia in the form attached as Schedule 6 (Park Use Covenant) over that portion of the Lands shown generally as "Area 3" in Schedule 2.

Covenant: Registration Number BJ307968.

Covenant: Registration Number BJ307967.

All other interests, charges and encumbrances registered on title under the *Land Title Act* as of the Closing Date.

All other liens, charges and encumbrances granted by the Province, with the prior written consent of the LMS Society and Leq'á:mel, Matsqui and Sumas First Nations prior to the Closing Date.

### Part 3 - Interests Not Registered on Title

Utility and local government Interests for hydro, telephone, cablevision, heating/natural gas, water infrastructure, storm drains, dykes and waste disposal/sewer continue on the Lands.

The LMS Society and the Leq'á:mel, Matsqui and Sumas First Nations acknowledge that all existing interest holders and interests on the Lands may not have been identified in this Schedule prior to the execution of this Agreement and that these unidentified interests continue on the Lands.

### Schedule 3A – Subsequent Encumbrances

Statutory right of way in favour of BC Hydro and TELUS (to be in a form agreed to by the LMS Society and the City of Mission).

Statutory right of way in favour of the City of Mission with respect to waterworks infrastructure and access (to be in a form agreed to by the LMS Society and the City of Mission).

Park Lease agreement in the form attached as Schedule 5 (Park Lease).

A restrictive covenant in favour of the Province of British Columbia in the form attached as Schedule 7 (Additions to Reserve Restrictive Covenant).

# **SCHEDULE 4 - Certificate of Incorporation of Leq'á:mel Mathexwi Semá:th Society**

(as attached)





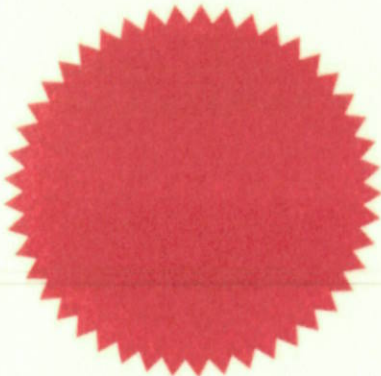
DUPLICATE

Number: S-0063956

# CERTIFICATE OF INCORPORATION

*SOCIETY ACT*

***I Hereby Certify that LEQ'A:MEL MATHEXWI SEMA:TH SOCIETY*** was incorporated under the *Society Act* on May 12, 2015 at 12:31 PM Pacific Time.



*Issued under my hand at Victoria, British Columbia,  
on May 12, 2015*

CAROL PREST  
*Registrar of Companies*  
PROVINCE OF BRITISH COLUMBIA  
CANADA

## SCHEDULE 5 - Form of Park Lease

(as attached)



This Lease dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**LEQ'Á:MEL MATHEXWI SEMÁ:TH SOCIETY**

a British Columbia society (incorporation number S0063956)  
having a registered office address of  
200 - 1626 West 2nd Avenue, Vancouver, BC V6J 1H4

(the "**LMS Society**")

OF THE FIRST PART

AND:

**THE CITY OF MISSION**

a municipality having an address of  
8645 Stave Lake Street  
P.O. Box 20  
Mission, BC V2V 4L9

(the "**City**")

OF THE SECOND PART

(together, the "**Parties**")

**WHEREAS:**

- A. The LMS Society was incorporated as a society by the Leq'á:mel, Matsqui and Sumas First Nations for the purpose of acquiring, managing, developing, maintaining and protecting certain common lands, including the Land, for the education and benefit of the Leq'á:mel, Matsqui and Sumas communities and the wider public.
- B. The City of Mission is a municipality incorporated in 1892 which encompasses portions of the shared traditional territories of the Leq'á:mel, Matsqui and Sumas First Nations and other Stó:lō Nations.
- C. The Leq'á:mel, Matsqui and Sumas First Nations have long been deeply and uniquely connected to the Land, which has had a role in the food, social, cultural and spiritual life cycles of the Nations, and which has taken on deeper significance to the Nations more recently, being directly adjacent to the Fraser River Heritage Park, the former site of the St. Mary's Indian Residential School which many members of the Nations attended, and its return to the Nations accordingly signifies an opportunity to restore their communities' connection to the Land and to preserve it in its current state for generations to come.

- D. The Leq'á:mel, Matsqui, and Sumas First Nations and the City share a mutually supportive relationship encouraging recreational park use and support for cultural values, and are committed to live together as neighbours, to enhance the region to the benefit of all communities and to continually find ways to work together in the future.
- E. The Leq'á:mel, Matsqui and Sumas First Nations and the City agree on a shared vision to realize:
- (a) the return of certain lands, including the Land, to the Leq'á:mel, Matsqui and Sumas First Nations;
  - (b) the preservation of the public park status of the Land and the enhancement of cultural and recreational values for the Leq'á:mel, Matsqui and Sumas First Nations and the greater Mission community thereon;
  - (c) the promotion of economic development for the Leq'á:mel, Matsqui and Sumas First Nations and for the City; and
  - (d) reconciliation between the Leq'á:mel, Matsqui and Sumas First Nations and the City.
- F. The LMS Society is the registered owner in fee simple of the Land, which was transferred under the terms of a Í:xel Sq'eq'ó Agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Í:xel Sq'eq'ó Agreement"), to which the City is also a party.
- G. Under the terms of the Í:xel Sq'eq'ó Agreement, it was agreed that for a nominal fee the Land would be leased by the LMS Society to the City to operate and manage as a public park in accordance with goals and objectives stated in this Lease.
- H. In order to implement and carry out the terms of the Í:xel Sq'eq'ó Agreement, the LMS Society has agreed to lease the Land to the City on the terms and conditions set out in this Lease.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to be paid and performed by the City, the Parties hereto covenant and agree with each other as follows:

**1. Defined Terms**

In this Lease:

- (a) "**capital improvement**" means the construction of a building, structure or other improvement on the Land that requires an expenditure of funds from the City's capital budget of \$10,000 or more, but for certainty does not include replacement or repair of buildings, structures or other improvements existing on the Land as of the date of this Lease, or that have been constructed on the Land in accordance with the provisions of this Lease, where the replacement or repair does not result in a substantial alteration of the form or function of the building, structure or improvement;



- (b) **"Contaminants"** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("**PCBs**"), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mould, spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;
- (c) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any governmental authority having jurisdiction over the Land now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;
- (d) **"heritage"** has the meaning attributed to that term under both the Stó:lō Heritage Policy Manual and provincial legislation, which encompasses but is not limited to archaeological, cultural, historical or spiritual qualities;
- (e) **"Illustrative List of Permissible Park Structures"** means the illustrative, non-exhaustive list of buildings and erections attached as Schedule "D" to this Lease that the Parties agree are likely to be considered ancillary to the permissible use of the Land, under section 2 c) of the Park Covenant;
- (f) **"Indemnified Persons"** means the LMS Society, the Leq'á:mel, Matsqui and Sumas First Nations and their respective Councillors, directors, officers, employees, servants, agents, contractors and sub-contractors, successors and assigns;
- (g) **"Land"** means the lands described in Schedule "A" to this Lease;
- (h) **"medicine wheel"** means the medicine wheel marked by four evenly spaced trees on the cleared portion of the Land, and the area that is \* metres beyond the drip line of those trees, which will be more precisely defined subsequent to the execution of this Lease through the process referred to in section 6(c);
- (i) **"Park"** means the public park that the City will operate and manage on the Land, as contemplated under this Lease;
- (j) **"Park Committee"** means the advisory group established pursuant to section 7 of this Lease;
- (k) **"Park Covenant"** means the covenant that is registered against title to the Land pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and which is a permitted encumbrance;
- (l) **"Park Master Plan"** means a plan setting out and more precisely defining the goals and objectives for the management of the Park, as developed from time to time in accordance with section 8 of this Lease;

- (m) **"permitted encumbrances"** means the exceptions, reservations, charges and encumbrances set out in Schedule "B" to this Lease;
- (n) **"protected environmental feature"** means an environmentally sensitive area, site, object or feature within the Park that has been identified under section 6 of this Lease as requiring protection in accordance with the provisions of this Lease;
- (o) **"protected heritage feature"** means an area, site, object or feature within the Park that has been identified under section 6 of this Lease as having heritage significance, and as requiring protection in accordance with the provisions of this Lease;
- (p) **"public park"** means a place for public recreation and enjoyment that may include services and facilities customarily provided by a British Columbia municipality within a public park;
- (q) **"Public Trail"** means the public trail that is generally shown for illustrative purposes on the plan attached as Schedule "C";
- (r) **"Stó:lō Heritage Policy Manual"** means the Stó:lō Heritage Policy Manual adopted by the Stó:lō Nation Lalems ye Stó:lō Si:ya:m (LYSS) and dated for reference May 5, 2003, as may be amended or updated from time to time; and
- (s) **"Water Licence"** means Conditional Water Licence No. 104962, File No. 0369482, issued July 15, 1992 by the provincial Water Management Branch.

## 2. Land

- (a) The LMS Society hereby leases to the City the Land for the following purposes:
  - (i) operation and management of the Park, as a place of outdoor recreation and enjoyment, including but not limited to the use and enjoyment of a network of mountain biking trails;
  - (ii) continuation of public access through the Park by means of the Public Trail; and
  - (iii) uses that are necessary and ancillary to the rights of the City as the holder of the Water Licence.
- (b) The LMS Society and the City both confirm and agree that the City's rights under this Lease are subject to the terms of the Park Covenant.

## 3. Term and Renewal

- (a) The term of this Lease shall be for a term of ninety-nine (99) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_ (the **"Term"**).
- (b) By mutual agreement of the City and the LMS Society, this Lease may be extended for a further term of up to ninety-nine (99) years, on terms and conditions



acceptable to both Parties.

- (c) If this Lease is not extended at the end of the Term, the Park Covenant will continue to provide for public access to and use of the Land, including the continued right of public access over the Public Trail.

#### **4. Rent**

The rent for the full Term shall be the sum of \$10.00, the receipt of which is hereby acknowledged by the LMS Society.

#### **5. Goals and Objectives**

The City and the LMS Society mutually agree that the following goals and objectives shall guide the City's use of the Land and management of the Park throughout the Term of this Lease, and any renewal term, in no particular order of priority:

- (a) ensuring that public access to and enjoyment of the Park for recreational purposes is maintained, continued and, where appropriate, enhanced;
- (b) honouring, recognizing and disseminating information on the historical and continuing connection of the Land to the Leq'á:mel, Matsqui and Sumas First Nations;
- (c) protecting areas, sites, objects and features of heritage significance and environmentally sensitive areas, sites and features within the Park; and
- (d) continuing to foster a cooperative relationship between the Leq'á:mel, Matsqui and Sumas First Nations and the City in order to nurture and strengthen that relationship as neighbours in the spirit of reconciliation.

#### **6. Significant and Sensitive Park Features**

- (a) Following the execution of this Lease, the LMS Society and the City will, at the cost of the City, arrange for:
  - (i) a Heritage Resource Overview Assessment ("HROA") conducted in accordance with the Stó:lō Heritage Policy Manual to identify areas, sites, objects and features within the Park of heritage significance that should be protected in accordance with sections 10(k), 10(l), and 10(m); and
  - (ii) an environmental assessment identifying environmentally sensitive areas, sites or features of the Land that the Parties agree should be protected in accordance with section 10(n) and (o).
- (b) The LMS Society may from time to time provide written notice to the City, on a confidential basis, identifying other areas, sites, objects or features within the Park that the LMS Society considers to be of heritage significance or that are environmentally sensitive areas, sites or features that should be protected in accordance with sections 10(m), 10(l), 10(m), 10(n) and 10(l), respectively. In order to confirm whether those other areas, sites, objects or features should be

protected in accordance this Lease, the LMS Society and City may arrange for a supplementary HROA or environmental assessment, as applicable, and the cost of any such supplementary HROA or environmental assessment shall be shared equally between the Parties.

- (c) Following the execution of this Lease, the LMS Society will, at its cost, arrange for a cultural expert, as selected by the LMS Society, to identify the features comprising, and the physical boundaries of, the medicine wheel, so that the parties may confirm their mutual understanding of the City's obligations under section 10(m).

## **7. Park Committee**

- (a) The City and the LMS Society shall each appoint, from time to time, three representatives to serve as members of the Park Committee.
- (b) The representatives appointed under section 7(a) shall be responsible for liaising with their respective appointing Party in respect of the activities of the Park Committee.
- (c) The Park Committee shall serve as an advisory body to the City in respect of the matters referred to in this section 7, as well as any other matters stated in the Terms of Reference.
- (d) Within six (6) months of the date of this Lease, the Park Committee shall convene its first meeting.
- (e) The LMS representatives on the Park Committee shall put forward a Park name or names for the consideration of the Park Committee. The Park Committee shall consider and, upon reaching consensus, shall recommend a Park name to the City for approval.
- (f) The City and the LMS Society may from time to time, and in consultation with each other, prepare Terms of Reference for the Park Committee.
- (g) The Park Committee may, on behalf of the Parties, coordinate joint communications to the public in respect of matters that fall within the Terms of Reference, or that the Parties otherwise agree should be the subject of communications by the Park Committee.
- (h) The Park Committee shall meet together at least once annually during the Term, and at such other times as the Park Committee deems necessary or desirable, or as the Parties may mutually agree to under the Terms of Reference, to review and discuss:
  - (i) whether the goals and objectives set out in section 5 of this Lease are being achieved;
  - (ii) whether the goals and objectives set out in the Park Master Plan are being achieved;



- (iii) workplans developed by the City for the following;
  - (1) communication with the public concerning the operation and management of the Park;
  - (2) scheduling of community events;
  - (3) educational, cultural and recreational programs and opportunities within the Park;
  - (4) Park improvements; and
  - (5) potential funding sources outside of the City's operating and capital budgets;
- (iv) the Terms of Reference of the Park Committee, and whether any revisions or amendments to the Terms of Reference are necessary and/or advisable;
- (v) opportunities to provide members of the Leq'á:mel, Matsqui and Sumas First Nations communities with employment or contracting opportunities in respect of management and activities within the Park, subject to section 13(p) of this Lease;
- (vi) the scheduling of temporary closures of portions of the Park to the public, to allow use of the Park by the LMS Society and members of the Leq'á:mel, Matsqui and Sumas communities for food, social, ceremonial, cultural or spiritual purposes, and policies and procedures for receiving and granting those requests;
- (vii) proposals for any capital improvements or other alterations to the Park;
- (viii) any other matters that are required to be discussed under the Terms of Reference;
- (ix) whether the District's operation of the Park is consistent with the Park Covenant, and in considering whether proposed buildings and erections are ancillary to a permitted use of the Land under the Park Covenant, the Park Committee may refer to the Illustrative List of Permissible Park Structures as an aid; and
- (x) such other matters that the Park Committee or the Parties deem necessary or appropriate.
- (i) The Park Committee may make recommendations to the City respecting any of the matters referred to in section 7(h).
- (j) The Park Committee will strive to make consensus recommendations to the City, however, where the members of the Park Committee cannot reach consensus, the City and the LMS Society representatives on the Park Committee may put forward independent recommendations to the City.

- (k) In exercising its duties and in making recommendations, the Park Committee may consult with or otherwise consider input from third parties, but is not obligated to do so.
- (l) The City shall give reasonable consideration to the recommendations of the Park Committee, but is not obliged to implement or accept any of those recommendations. Notwithstanding the foregoing, upon request the City will provide reasons to the Park Committee where a City decision departs from a consensus recommendation of the Park Committee.
- (m) Nothing in this Lease shall be interpreted as giving the Park Committee authority to act on behalf of the City in any way, or to enjoy, assume, or perform any of the rights or obligations of the City under this Lease.

#### **8. Park Master Plan**

- (a) The City may, from time to time, and in consultation with the LMS Society and the Park Committee, prepare and revise a Park Master Plan.
- (b) The Park Master Plan must be consistent with the terms of this Lease, including but not limited to the goals and objectives stated in section 5.
- (c) The Park Master Plan may, among other matters, address:
  - (i) enhanced maintenance programs for the Park;
  - (ii) plans and programs for recreational, cultural, historic and other purposes appropriate to the Park;
  - (iii) plans for improvements or alterations to the Park, including any proposed capital improvements;
  - (iv) policies and programs for the protection of areas, sites, objects and features of heritage significance within the Park;
  - (v) policies and programs for the protection of environmentally sensitive areas, sites and features within the Park;
  - (vi) policies or programs for enhancing cultural values in the Park, including through:
    - I. public education with respect to the history of the Land, its cultural connection to the Leq'á:mel, Matsqui and Sumas First Nations, and its significance to the relationship between the Leq'á:mel, Matsqui and Sumas First Nations and the City;
    - II. development and installation of informational storyboards and signage in English and Halq'emeylem; and



III. other initiatives and methods of dissemination of knowledge about the Park and its history to the Leq'á:mel, Matsqui and Sumas First Nations, the Mission community and to the general public.

- (d) Any Park Master Plan developed by the City shall be subject to the approval of both Parties before coming into effect, which approval may not be unreasonably withheld.

**9. Water Licence**

- (a) As holder of the Water Licence, the City is responsible for infrastructure located on the Land related to the Water Licence and shall maintain such infrastructure in a good state of repair.
- (b) The City may from time to time review and investigate the infrastructure and shall consult with the LMS Society prior to making any alterations, additions or improvements to such infrastructure, except in cases of emergency where the City will notify the LMS Society as soon as reasonably possible after making any such alterations, additions or improvements as are immediately necessary.
- (c) The City shall from time to time, as part of its regular infrastructure and capital planning processes, consider whether there is a continuing need for the Water Licence and for the infrastructure located on the Land related to the Water Licence, and shall consult with the LMS Society in doing so. If the Parties agree that there is no continuing need for the Water Licence, they will engage in discussions and consultation concerning options for the decommissioning of the water licence infrastructure and for the discharge of the Water Licence.

**10. City's Covenants**

The City covenants with the LMS Society:

Name

- (a) to name the Park in accordance with the process set out in paragraph 7(e);

Use

- (b) to use and manage the Land solely for the purpose of a public park, and for the other purposes permitted under section 2 of this Lease:
  - (i) in a manner that will achieve the goals and objectives set out in section 5 of this Lease;
  - (ii) to a standard that is consistent with other City parks, and in accordance with its approved budget; and
  - (iii) in accordance with the Park Master Plan, and the City's park bylaws and park policies, as they may be amended or replaced from time to time; and

- (c) that until a Park Master Plan has been prepared in consultation with the LMS Society and the Park Committee, to manage and operate the Park in a manner that is generally consistent with the public use of the Land as of the date of this Lease;

#### Rent

- (d) to pay all rents reserved under this Lease;

#### Utilities and Taxes

- (e) to pay when due all charges for gas, electricity, telephone, cable, internet, water, garbage, sanitary and storm sewer and any other utilities and services used in or supplied to the Land throughout the Term;
- (f) to pay when due all property taxes charged in respect of the Land throughout the Term, including property value taxes, property assessments, parcel taxes and local area service taxes and any other taxes charged for the use or occupancy of the Land, including any improvements, by the City and any other lawful occupiers;
- (g) to pay to the LMS Society when due all goods and services tax payable with respect the grant of this Lease under the *Excise Tax Act*, R.S.C. 1985, c. E-15 or any other tax that is substituted for that tax;
- (h) to indemnify the Indemnified Persons from and against all losses, costs, charges, interest and expenses arising from any and all of the charges described in above sections 10(e), (f) and (g) and the LMS Society may collect any such losses, costs, charges, interest and expenses that are suffered by the LMS Society as additional rent;

#### Alterations, Protected Heritage Features, and Protected Environmental Features

- (i) not to make any alterations, additions or improvements on or to the Land except alterations, additions or improvements that are consistent with:
  - (i) the use of the Land as a public park;
  - (ii) the other uses permitted under section 2 of this Lease;
  - (iii) the goals and objectives stated in section 5 of this Lease; and
  - (iv) once it has been prepared, the Park Master Plan.
- (j) to consult with the LMS Society prior to making any capital improvements to the Land;
- (k) not to undertake any activities on the Land, or to make any alterations, additions or improvements to the Land, that could reasonably be expected to result in disturbance of or damage to any protected heritage feature, without first obtaining:



- (i) a Heritage Impact Resource Assessment ("HIRA") in accordance with the Stó:lō Heritage Policy Manual;
- (ii) such permits and approvals as may be required under provincial protocols and laws for heritage conservation that may be put in place or amended from time to time;
- (l) not to remove or alter any protected heritage features without the written consent of the LMS Society;
- (m) without limiting section 10(l), not to remove or alter the medicine wheel without the written consent of the LMS Society, acknowledging that such medicine wheel has cultural, historical and spiritual significance to the Leq'á:mel, Matsqui, Sumas communities and other Stó:lō communities;
- (n) not to undertake any activities on the Land, or to make any alterations, additions or improvements to the Land, that could reasonably be expected to result in disturbance of or damage to any protected environmental feature without the written consent of the LMS Society;
- (o) without limiting its obligations under section 11, to take reasonable measures to protect all protected environmental features of the Land;

Entry by LMS Society

- (p) to allow the LMS Society's officers, servants and agents to enter and inspect the Land at all reasonable times to determine whether the City is in compliance with its obligations under this Lease;
- (q) subject to the policies and procedures that have been established under section 7(h)(vi) and under the Park Master Plan, to allow the LMS Society, its agents and invitees from time to time to enter the Land, and to close a portion of the Land to public access on a temporary basis, for food, social, ceremonial, cultural or spiritual purposes, on reasonable prior written notice to the City;

Regulations

- (r) to comply promptly at its own expense with the legal requirements of all authorities having jurisdiction, and all notices in respect of the Land issued by those authorities that are served upon the LMS Society or the City;
- (s) to indemnify the Indemnified Persons from all lawsuits, damages, losses, costs or expenses that the Indemnified Persons may incur by reason of non-compliance by the City with any and all legal requirements;

Indemnification

- (t) to indemnify and save harmless the Indemnified Persons from and against all losses, expenses, claims, demands, actions, suits, proceedings, judgments, damages, penalties, fines, costs and liability whatsoever (collectively, the "**Losses**") which are in any manner based upon, arise out of or are connected with:

- (i) actions, omissions, negligence or breach of the terms of this Lease on the part of the City, and its officers and employees, in their use, maintenance and operation of the Park;
- (ii) to the extent any Losses are based upon, arise out of or are connected with the entry onto and use of the Land by members of the public or any other person, a breach of the City's duties as an occupier of the Lands under the *Occupier's Liability Act*, R.S.B.C. 1996, c. 337;
- (iii) any personal injury (including death) or damage to any property, resulting from any of the causes referred to in sections (i) and (ii);

but excluding always any Losses that are the result of the negligence of the Indemnified Persons, and this indemnity shall survive the expiry or earlier termination of this Lease;

#### Possession

- (u) at the expiration or earlier termination of this Lease to peaceably surrender and give up possession of the Land to the LMS Society in a good state of maintenance and repair, and to remove such fixtures or chattels as may be reasonably required by the LMS Society;

#### Insurance

- (v) to take out and maintain throughout the Term a policy of comprehensive general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Land by the City, in the amount of not less than \$5,000,000 per single occurrence, naming the Indemnified Persons as an additional insured party thereto, and the City shall on request provide the LMS Society with a certified copy of such policy or policies;

#### Maintenance and Repair

- (w) to maintain the Land, at all times, to a reasonable standard of maintenance, in accordance with the Park Master Plan;

#### Nuisance

- (x) not to cause, permit or suffer any nuisance to escape from the Land; and

#### Waste

- (y) not to cause, permit or suffer any storage or disposal of waste, rubbish or debris upon the Land except as is reasonably necessary in accordance with the uses permitted by section 10(b).



## 11. Environmental

- (a) The City further covenants with the LMS Society:
- (i) not to use or permit to be used, all or any part of the Land for the sale, storage, manufacture, handling, disposal, use or any other dealing with any Contaminants without the prior written consent of the LMS Society, which may be unreasonably withheld;
  - (ii) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Land;
  - (iii) to promptly provide to the LMS Society a copy of any environmental site investigation, assessment, audit, report, or test results relating to the Land conducted by or for the City at any time;
  - (iv) to promptly notify the LMS Society in writing of any release of a Contaminant or any other occurrence or condition on the Land or any adjacent property which could contaminate the Land or subject the LMS Society or the City to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
  - (v) on the expiry or earlier termination of this Lease, or at any time if requested by the LMS Society or required by any governmental authority under Environmental Laws, to remediate in accordance with the requirements of Environmental Laws any contamination of the Land or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Land by the City or any person for whom it is in law responsible. The City shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. The City shall provide to the LMS Society full information with respect to any remedial work performed under this section and shall comply with the LMS Society's requirements with respect to such work. All such Contaminants shall remain the property of the City, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Land; and
  - (vi) to indemnify the Indemnified Persons from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever, including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Land (and any adjacent property) arising from or in connection with:
    - (1) any release or alleged release of any Contaminants at or from the Land by the City or any person for whom it is in law responsible ; or
    - (2) a breach of any of the covenants of this section 11 by the City or any person for whom it is in law responsible

unless caused by the negligence of the Indemnified Persons.

- (b) The obligations of the City under this section 11 shall survive the expiry or earlier termination of this Lease.

## **12. LMS Society's Covenants**

The LMS Society covenants with the City for quiet enjoyment subject to the Permitted Encumbrances.

## **13. Miscellaneous Covenants**

And it is hereby mutually agreed:

### Re-entry

- (a) that if the City shall default in the payment of any sum payable hereunder, or fail to perform any covenant hereunder, and if such default continues for ninety (90) days after the giving of written notice by the LMS Society to the City, then subject to the right of the City to invoke the dispute resolution provisions of section 14 of this Lease, the LMS Society may re-enter the Land and the rights of the City with respect to the Land shall lapse and be absolutely forfeited, provided that if the default is of a nature or kind that cannot be corrected in ninety (90) days, the LMS Society shall not re-enter the Land for so long as the City is, with all due diligence, taking steps to cure the default;

### Costs Incurred by LMS Society

- (b) that if the LMS Society incurs any damage, loss or expense or makes any payment for which the City is liable under this Lease, then the City shall reimburse the LMS Society for the amount of such damage, loss or expense, or payment, failing which the LMS Society may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent in arrears;

### Rental Arrears

- (c) that any rent in arrears, including costs incurred by the LMS Society under section 13(b), shall bear interest at the rate of five percent (5%) per annum above the Prime Lending Rate of the Bank of Canada, from time to time, and such interest shall be due and payable on demand as additional rent under this Lease;

### Time

- (d) that time shall be of the essence of this Lease;

### Assignment and Subletting

- (e) that the LMS Society will have the right to transfer and assign, in whole or in part, its interest in the Land and its rights and obligations in and under this Lease, upon written notice to the City, and in such circumstance the LMS Society will be released from all obligations from the date of transfer;



- (f) that the City shall not assign or sublet its interest in this Lease without the prior written consent of the LMS Society;

Notice

- (g) that any notice required to be given by any Party under this Lease is sufficiently given if delivered by registered mail to the addresses of the Parties first written above or at a different address that a Party, from time to time, directs in writing, or by email to:

for the City:

City of Mission  
c/o Chief Administrative Officer  
8645 Stave Lake Street, PO Box 20  
Mission, BC V2V 4L9

Mike Younie  
myounie@mission.ca

for the LMS Society:

Leq'á:mel Mathexwi Semá:th Society  
c/o BR Law  
200-1626 West Second Avenue  
Vancouver, BC V6J 1H4

Bram Rogachevsky  
bram@brlaw.ca

Fitness of Land

- (h) that the City admits that it has inspected the Land in its present state, and that the Land is suitable for the City's purposes;

Binding Effect

- (i) that this Lease shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, administrators and permitted assignees;

Amendment

- (j) that the Parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both Parties;

Law Applicable

- (k) that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

Interpretation

- (l) that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the Parties require;
- (m) all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- (n) that the headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or provision of it;

#### Overholding

- (o) if at the end of the Term, the City remains in possession where the LMS Society has accepted any rent from the City, then such overholding will be on a month to month basis, not year to year and will be subject to all the terms of this Lease applicable to a month to month lease;

#### Legislative Restrictions

- (p) that the City's commitments under section 7(h)(v) of this Lease are subject to, and cannot supersede, the limitations and restrictions under the City's financial plan and budget, the City's obligations under its union and collective agreements in relation to employee hiring, and the limitations and restrictions on the City's procurement of contracts under its procurement bylaws and policies and under national and international trade agreements to which it is bound;
- (q) that nothing in this Agreement shall be interpreted as requiring the City to expend funds from its capital budget or as imposing a liability of a capital nature upon the City; and

#### Survival of Obligations

- (r) upon the expiry of the Term or other termination of this Lease, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of expiry or termination and all of the provisions of this Lease relating to the obligation of either of the Parties to perform actions or to account to or to indemnify the other and pay to the other any monies owing as at the date of expiry or termination in connection with this Lease will survive such expiry or termination.

### **14. Dispute Resolution**

- (a) The Park Committee will be responsible for coordinating all matters and obligations of the Parties as required by this Lease.
- (b) If any dispute arises between the Parties with respect to this Lease, then, within fourteen (14) days of written notice from one Party to the other, or at such time as agreed to by both Parties, the Park Committee will participate in good faith discussions in order to resolve and settle the dispute.



- (c) If the representatives of the Park Committee are unable to resolve the dispute within fourteen (14) days, they will refer the matter to senior representatives of the Parties.
- (d) If the senior representatives are unable to resolve the dispute within thirty (30) days, they will agree upon the selection of a qualified independent mediation practitioner experienced in disputes involving First Nations in order to assist the Parties in the resolution of the dispute, and who will attempt to so assist the Parties for a period of thirty (30) days from the date of his or her appointment. Each Party will bear its own costs of the formal mediation process.
- (e) If the matter is not settled through the process and within the time frame or if the Parties are unable to agree upon the selection of a mediator under section 14(d), then unless the Parties mutually agree to extend the time frame for dispute resolution provided hereunder, the matter may be referred by any Party to a single arbitrator experienced in disputes involving First Nations for resolution pursuant to the *Arbitration Act*, R.S.B.C 1996, c. 55.

**IN WITNESS WHEREOF** the Parties hereto hereby acknowledge that this Lease has been duly executed and delivered by the Parties executing Form C, pages 1 and 2, attached hereto.

**Schedule "A"**

**Land**

(To be attached)



**Schedule "B"**  
**Permitted Encumbrances**

(To be attached)

**Schedule “C”**

**Trail Map**





**Legend**

- Property Parcels
- Rights of Ways
- CPR
- Municipal Boundary Water
- Fill
- Railway Track
- Public Trail
- MissionSouth\_10cm\_2017
- MosaicNorth\_15cm\_2017

**Notes**

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

254.0 0 127.00 254.0 Meters

NAD\_1983\_UTM\_Zone\_10N

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## **Schedule “D”**

### **Illustrative List of Permissible Park Structures**

Bandstands

Bathrooms and shower facilities

Bicycle racks and charging stations for electric bicycles

Bridges

Covered and uncovered picnic tables

Drinking fountains

Fire pits

Flag poles

Gatehouses

House posts

Information kiosks

Monuments, plaques and memorials

Nature huts

Playgrounds

Shelters

Signs

Special event and outdoor sports activity structures including bleachers

Totem poles

Viewing areas and platforms, including boardwalks and bridges

Visitor centres



## SCHEDULE 6 - Form of Park Use Covenant

(as attached)



1. Application

**Her Majesty the Queen in right of the Province of  
British Columbia  
PO Box 9289 STN PROV GOVT  
VICTORIA BC V8W 9J7**

2. Description of Land

PID/Plan Number      Legal Description

**No PID / Plan** \_\_\_\_\_, **DISTRICT LOTS 2 AND 3, GROUP 3 NEW WESTMINSTER DISTRICT PLAN EPP** \_\_\_\_\_

3. Nature of Interest

Type

Number

Additional Information

**COVENANT**

**Over that part shown in Plan EPP** \_\_\_\_\_

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**

6. Transferee(s)

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE  
OF BRITISH COLUMBIA  
PARLIAMENT BUILDINGS  
VICTORIA BC V8V 1X4**

**, AS REPRESENTED BY**

7. Additional or Modified Terms





8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

**HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA**

, as represented by

By their Authorized Signatory

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Terms of Instrument – Part 2**  
**Section 219 Covenant**

WHEREAS

- A. The Transferor is the owner in fee simple of land described in Item 2 of Part 1 of this Instrument (the "Lands");
- B. The Transferor intends to transfer fee simple ownership of the Lands, and it has been agreed that one of the conditions of the transfer is that a portion of the Lands, being the area shown generally in bold on plan EPP\_\_\_\_\_ (the "Covenant Area"), would continue to be used as an open air recreation and pleasure ground available to the public;
- C. Section 219 of the *Land Title Act* provides, inter alia, that there may be registered as a charge against title to land a covenant, whether negative or positive nature, in favour of the Transferee in respect of, amongst other things, the use of land and that the land is not to be built on except in accordance with the covenant; and
- D. The Transferor grants to the Transferee this Section 219 Covenant to be registered as a charge against the title to the Lands.

THIS INSTRUMENT is evidence that, in consideration of the sum of one dollar and other good and valuable consideration paid by the Transferee to the Transferor, the receipt of and sufficiency of which the Transferor acknowledges, the Transferor and the Transferee agree as follows:

- 1. The Transferor hereby covenants and agrees with the Transferee that the Covenant Area will not be used or built upon except in strict compliance with the terms of this Instrument.
- 2. The Transferor hereby covenants and agrees with the Transferee that:
  - (a) the Covenant Area will not be used for any use other than an open air recreation and pleasure ground;
  - (b) the Covenant Area will be and remain available for use by the public without charge; and
  - (c) except for buildings and erections as are ancillary to the use specified in subsection (a), no buildings will be constructed or modified on the Covenant Area.
- 3. Notwithstanding section 2,
  - (a) the Covenant Area, or a portion the Covenant Area, may, from time to time, be closed to the public on a short-term basis for the purpose of community, cultural and small group events and activities, provided said closures to the public are limited in geographic scope and duration as is necessary to effect the intended purpose; and



- (b) entry fees may be charged if the short-term event or activity occurring pursuant to subsection (a) requires a permit or licence by law or bylaw.
- 4. The Transferor and Transferee agree that the covenants herein do not preclude:
  - (a) the Transferor from leasing the Covenant Area to a third party, provided the purpose, use and terms of such lease are made in accordance with sections 1, 2 and 3 of this Instrument; and
  - (b) user fees and regulatory charges being payable for certain uses of the Covenant Area which may be required by law or bylaw.
- 5. The covenants set forth herein shall charge the Lands, pursuant to Section 219 of the *Land Title Act* and shall be covenants, the burden of which shall run with and bind the Lands, and every part to which the Covenant Area may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever.
- 6. In this Instrument:
  - (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
  - (b) the words "include" and "including" are to be construed as meaning "include without limitation" and "including without limitation";
  - (c) reference to "party" and "parties" means the one or more parties to this Instrument, as the context demands; and
  - (d) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time.
- 7. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Instrument.
- 8. No term, condition or other provision of this Instrument will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee, and the waiver by the Transferee of such a term condition, or other provision of this Instrument will not constitute a waiver of any further or other failure, breach or other circumstances of that or any other term, condition or other provision of this Instrument.
- 9. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Transferee, in the exercise of discretions, functions, rights or duties under any public or private enactment, bylaw, order and regulation, as applicable, all of which may be fully and effectively exercised in relation to the Lands as if this Instrument had not been executed and delivered by the Transferor.
- 10. If any part of this Instrument is held to be invalid, illegal or unenforceable by a court having jurisdiction to do so, that part is to be considered to have been severed from the rest of this

Instrument and the rest of this Instrument remains in force unaffected by that holding or by the severance of that part.

11. This Instrument shall enure to the benefit of and be binding on parties to it and their respective successors, heirs, executors and administrators.

As evidence of their agreement to be bound by the terms of this Instrument, the parties each have executed and delivered this Instrument under seal by executing Part 1 of the *Land Title Act* Form C to which this Instrument is attached and which forms part of this Instrument.



# SCHEDULE 7 - Form of Form C Additions to Reserve Restrictive Covenant

LAND TITLE ACT

## FORM C

(Section 233)

Province of British Columbia

**GENERAL INSTRUMENT-PART 1** (This area for Land Title Office Use) Page 1 of 4 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

\_\_\_\_\_  
(Signature of Solicitor or Authorized Agent)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*

(PID)

(LEGAL DESCRIPTION)

3. NATURE OF INTEREST:\*

Description	Document Reference	Person Entitled to Interest
	(Page and paragraph)	
Section 219 Covenant	Entire Document	Transferee (Grantee)

4. TERMS: Part 2 of this instrument consist of (select one only)

- (a) Filed Standard Charge Terms ☐ D.F. No.
- (b) Express Charge Terms ☒ Annexed as Part 2
- (c) Release ☐ There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.  
If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):\* (Grantor)

6. TRANSFEREE(S): (Including postal address(es) and postal code(s))\* (Grantee)

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** as represented by the Minister of Forests, Lands, and Natural Resource Operations, Parliament Buildings, PO Box 9049, STN PROV GOVT, Victoria, British Columbia, V8W 9E2

7. ADDITIONAL OR MODIFIED TERMS:\*

N/A

8. EXECUTION(S):\*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
				_____
				By
				Its authorized signatory(ies):
				_____
				Print Name: _____
				_____
				Print Name: _____



## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

## TERMS OF INSTRUMENT – PART 2

### WHEREAS:

A. The Grantor is the registered owner of:

\_\_\_\_\_  
(the "Land");

B. Under section 219 of the *Land Title Act*, there may be registered against title to any land, conditions or covenants in favour of the Grantee that the land, or any specified portion thereof, is not to be used other than in accordance with the terms of a covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to section 219 of the *Land Title Act*, the Grantor covenants and agrees with the Grantee as follows:

1. The Grantor covenants and agrees that the Grantor will not, in the absence of consent by the Grantee, transfer, alienate or deal with the Land in any manner which would see it incorporated into or become part of:
  - a) Reserves or special reserves as defined in the *Indian Act*; or
  - b) "Lands reserved for the Indians" under section 91(24) of the *Constitution Act, 1867*.
2. Wherever the singular or masculine are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties so require.
3. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
4. The Grantor will indemnify and save harmless the Grantee from all actions, causes of action, claims demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Grantor of the covenants set out in section 1.

5. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Grantee unless such waiver is expressed in writing by the Grantee and the waiver by the Grantee of any such term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Agreement.
6. This Agreement will be interpreted according to the laws of the Province of British Columbia.
7. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
8. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or section, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
9. This Agreement will be registered as a charge against the Land pursuant to section 219 of the *Land Title Act*.

IN WITNESS WHEREOF the Grantor has executed this Agreement on Form C attached.

**END OF DOCUMENT**



## SCHEDULE 8 - 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"]

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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]

\_\_\_\_\_ Per:

[Name of Individual Vendor]

## SCHEDULE 9 - Consent in Relation to PTT Matters

CONSENT OF [NAME OF DESIGNATED COMPANY / SOCIETY]

IN RELATION TO PROPERTY TRANSFER TAX MATTERS

TO WHOM IT MAY CONCERN:

1. Article 10.1 of the Í:xel Sq'éq'ó Agreement among the Province of British Columbia, the Leq'á:mel First Nation, Matsqui First Nation and Sumas First Nation, the Leq'á:mel Mathexwi Semá:th Society and the City of Mission executed the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 / Society] 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 / Society]

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



## SCHEDULE 10 - Form of Designated Company Agreement

This Agreement is dated for reference \_\_\_\_\_, 202\_\_.

### **BETWEEN:**

HER MAJESTY THE QUEEN 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 the Leq'á:mel, Matsqui and Sumas First Nations have entered into an agreement dated \_\_\_\_\_ (the "Í:xel Sq'eq'ó 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]

(the "Lands")

- B. The Leq'á:mel, Matsqui and Sumas First Nations and the Designated Company have agreed that, as a condition of the transfer of the Lands, the Designated Company will execute and deliver this Agreement on the terms set out below.

**NOW THEREFORE** the Province and the Designated Company agree as follows:

1. **Defined Terms.** The terms "Province" and "Leq'á:mel, Matsqui and Sumas First Nations" and any other capitalized terms used in this Agreement and defined in Í:xel Sq'eq'ó Agreement will have the meaning given to those terms in the Í:xel Sq'eq'ó Agreement.
2. **Representations and Warranties.** The Designated Company represents and warrants that:
  - a) it is a "Designated Company" within the meaning of Í:xel Sq'eq'ó Agreement;
  - b) it is a corporation or limited partnership duly established, organized and subsisting under the laws of the Province of British Columbia, and attaches hereto as Schedule "A" its certificate of incorporation; and
  - c) 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. **Í:xel Sq'eq'ó Agreement Binding.** The terms of the Í:xel Sq'eq'ó Agreement relating to the Lands are legally binding on the Designated Company as if the Designated Company was a party to the Í:xel Sq'eq'ó Agreement, including, without limitation, those provisions of the Í:xel Sq'eq'ó Agreement relating to the condition of the Lands (Article 8), the Reservations and Permitted Encumbrances (Article 9) and other covenants.
4. **Environmental Condition.** Without limiting the generality of the foregoing, the Designated Company waives the requirement, if any, of the Province to provide a site disclosure statement as defined in the *Environmental Management Act*, SBC 2003 c 53 in connection with its acquisition of the Lands.
5. **Enforcement of Í:xel Sq'eq'ó Agreement.** The Province may, in its sole discretion, enforce any term or condition of the Í:xel Sq'eq'ó Agreement, including any obligation, covenant or indemnity of the Leq'á:mel, Matsqui and Sumas First Nations, against the Designated Company or the Leq'á:mel, Matsqui and Sumas First Nations 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 Í:xel Sq'eq'ó Agreement, a copy of which is attached as Schedule B 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 to 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 the Leq'á:mel, Matsqui and Sumas First Nations to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*, being Schedule B to the Canada Act 1982 (UK), 1982, c 11; or
  - b) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to the Leq'á:mel, Matsqui and Sumas First Nations.
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*; 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 HER MAJESTY THE QUEEN 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 "A" - Certificate of Incorporation

(To be attached)



## SCHEDULE "B" - Í:xel Sq'eq'ó Agreement

(To be attached)

